United States Banks Southern District	of New York	v	
In re: Delphi Automotive Systems, LLC		: Chapter 11 : Case No. 05-44640 (Jointly A Case No. 05-44481)	dministered Under
	Debtor	: Amount \$1,717.00	
		_^ Laim pursuant to_erbp_rule_3	001(e).(1)
To: (Transferor)			
To (Transferry)	Talladega Machinery & Si Wendy Travis PO Box 736 Talladega, AL 35160	upp <b>l</b> y	
The transfer of your court order) to:	claim as shown above, in the am	ount of \$1,717.00, has been transferred (u	nless previously expunged by
	Fair Harbor Capital, LLC 875 Avenue of the Americ New York, NY 10001	eas, Suite 2305	
		fer of your claim. However, IF YOU OBJ DATE OF THIS NOTICE, YOU MUST	
Spe Uni Soi Ale Oni	RITTEN OBJECTION TO THe cial Deputy Clerk ited States Bankruptey Court other District of New York exander Hamilton Custom House a Bowling Green ov York, New York 10004-1408	IE TRANSFER WITH:	
SEND A CO Refer to INTERNAL	OPY OF YOUR OBJECTION  CONTROL No.	TO THE TRANSFEREE. in your objection.	
If you file an objection TRANSFEREE WIL	on a hearing will be scheduled. I	F YOUR OBJECTION IS NOT TIME! UR RECORDS AS THE CLAIMANT.	LY FILED, THE
		Intak	c Clerk
FOR CLERKS OFFI	CE USE ONLY:	st class mail, postage prepaid on	
INTERNAL CONTR	OL No		
Claims Agent Noticed Copy to Transferce;_	d: (Name of Outside Agent)		
		Deputy Clerk	···

#### ASSIGNMENT OF CLAIM

Talladega Machinery & Supply, having a mailing address at P. O. Box 736,, Tailadega, AL, 35160 ("Assignor"), in consideration of the sum of a "Purchase Price"), does hereby transfer to FAIR HARBOR CAPITAL, LLC, as agent ("Assignee"), having an address at 875 Avenue of the American, Saite 2305, New York, NY 10001, all of Assigner's right, title and interest in and to the cirlm or claims of Assigner, as more specifically set forth (the "Claim") against DELPHI AUTOMOTIVE SYSTEMS LLC ("Debtor"), Debtor in proceedings for reorganization (the "Proceedings") in the United States Bankruptcy Court, Southern District of New York (the "Court"), Case No. 05-44640, et al. (Anintly Administered Under Case No. 05-44481), in the currently outstanding amount of not less than \$1,717,00, and all rights and benefits of Assignor relating to the Claim, including without limitation the Proof of Claim, if any, identified below and Assignor's rights to receive all interest, populities, cure payments that it may be antitled to receive on account of the assumption of any executory contract or lease related to the Claim and fees, if any, which may be paid with respect to the Claim and all other claims, causes of action against the Debtor, its athlitotes, any guarantor or other third party, together with voting and other rights and benefits arising from, under or relating to any of the foregoing, and all eash, securities, instruments and other property which may be paid or issued by Debtor in satisfaction of the Claim. The Claim is based on amounts oved to Assignor by Debtor as set forth below and this assignment shall be deemed an absolute and unconditional assignment of the Claim for the purpose of collection and shall not be deemed to create a security interest.

Assignor represents and warrants that (Please Check One);

- Q A Proof of Claim has not been filed in the proceedings. Assignee shall not be responsible for filing any Proof of Claim-on your behalf.
- A Proof of Claim in the amount of \$\_\_\_\_\_\_ has been duly and timely filed in the Proceedings (and a true copy of such Proof of Claim is attached to this Assignment). If the Proof of Claim amount differs from the Claim amount set forth above, Assigned shall nevertheless be deemed the owner of that Proof of Claim subject to the terms of this Agreement and shall be entitled to identify itself as owner of such Proof of Claim on the records of the Court.

Assignor further represents and wurrants that the amount of the Claim is not tess than \$1,717.00 that the Claim is that amount is valid and that no objection to the Claim exists and is listed by the Debtor on its schedule of liabilities and any amondments thereto ("Schedule") as such; the Claim is a valid, enforceable claim against the Debtor; no consent, approval, filing or corporate, partnership or other action is required as a condition to, or otherwise in connection with, the execution, delivery and performance of this Agreement by Assignor, this Agreement has been duly authorized, executed and delivered by Assignor and Assignor has the requisite power and authority to execute, deliver and perform this Agreement; this Agreement constitutes the valid, legal and binding agreement of Assignor, enforceable against Assignor in accordance with its terms; no payment or other distribution has been received by Assignor, or by any third party on behalf of Assignor, in full or partial satisfaction of, or in connection with the claim; Assignor has not engaged in any acts, conduct or omissions that might result in Assigner receiving in respect of the Claim proportionately less payments or distributions or less favorable treatment than other unsecured creditors; the Claim is not subject to any factoring agreement. Assignor further represents and warrants that no payment has been received by Assignor, or by any third party claiming through Assignor, in full or partial satisfaction of the Claim, that Assignor has not previously assigned, sold or pledged the Claim to any third party, in whole or in part, that Assignor owns and has title to the Claim free of any and all liens, sensity interests or encumbrances of any kind or nature whatsoever, and that there are no offsets or defenses or preferential payment demand that have been or may be asserted by or on behalf of Debtor or any other party to reduce the amount of the Claim or to impair its value.

Assignor hereby agrees that in the event that Assignor has assigned or sold or does assign or sell the Claim to any other party or has or does receive any other payment in full or partial satisfaction of, or in connection with the Claim, or any third party has assigned or sold or does assign or sell the Claim to any other party or has received or shall receive on behalf of Assigner, payment in full or partial satisfaction of, or in connection with the Claim, and Assignee does not receive the allocated distribution with respect to the Claim from the Debtor's estate on account of such other assignment or sale, then the Assigner shall immediately reimburse to Assignee all amounts paid by Assignee to Assigner, plus an amount equal to an additional thirty-five perfects (35%) of the Claim amount as figuranted damages suffered by Assignee on account of such other assignment of site to the other party. Assigner further agrees to pay all costs and attorney fees incurred by Assignee to collect such amounts.

Assignor is aware that the above Purchase Price may differ from the amount ultimately distributed in the Proceedings with respect to the Claim and that such amount may not be absolutely determined until entry of a final order confirming a plan of reorganization. Assignor acknowledges that, except as set forth in this Assignment, neither Assignee nor any agent or representative of Assignee has made any representation whatsoever to Assignor regarding the status of the Proceedings, the condition of Debtor (financial or otherwise) or any other matter relating to the Proceedings, the Debtor or the Claim. Assignor represents that it has adequate information concerning the business and financial condition of Debtor and the status of the Proceedings to make an informed decision regarding the sale of the Claim and that it has independently and without reliance on Assignce, and based on such information at Assignor has deemed appropriate (including information available from the lifes of the Court in the Proceedings), made its own analysis and decision to enter into this Assignment of Claim.

Assignor agrees to make to Assignee immediate proportional restitution and repayment of the above Purchase Price to the extent that the Claim is disallowed, subordinated, objected to or otherwise impaired for any reason whatsoever in whole or in part, or if the Claim is not listed on the Schedule, or listed on the Schedule as unliquidated, contingent or disputed, or listed on the Schedule in a lessor amount than the Claim Amount together with interest at the rate of ten percent (10%) per amount on the amount repaid for the period from the date of this Assignment through the date goals repayment is made. Assigner further agrees to reimburse Assignee for all costs, and expenses, including reasonable tegal fees and costs, incurred by assignee as a result of such disallowance. In the event the Claim is ultimately allowed in an amount in excess of the amount purchased herein, Assigner is hereby deemed to sell to Assignee, and, at Assignee's option only, Assignee hereby agrees to purchase, the balance of sald Claim at the same percentage of claim puld herein not to exceed twice the Claim amount specified above. Assignee shall remit such payment to Assigner upon Assignee's satisfaction that the Claim has been allowed in the higher amount and is not subject to any objection by the Debtor.

Assignor hereby firevocably appoints Assignee as its true and invful attorney and authorizes Assignee to act in Assignor's stead, to demand, sue for, compromise and recover all such amounts as now are, or may hereafter become, due and payable for or on account of the Claim herein assigned. Assignor grants onto Assignee full authority to do all things necessary to enforce the claim and its rights there under pursuant to this Assignment of Claim. Assignor agrees that the powers granted by this paragraph are discretionary in nature and that Assignment may exercise or decline to exercise such powers at Assignee's sole option. Assignee shall have no obligation to take any action to prove or defend the Claim's validity or amount in the Proceedings. Assignor agrees to take such further action, at its own expense, as may be necessary or desirable to effect the assignment of the Claim and any payments or distributions on account of the Claim to Assignee including, without limitation, the execution of appropriate transfer powers, corporate resolutions and consents.

Assignor acknowledges that, in the event that the Debtor's bankruptcy case is dismissed or converted to a case under Chapter 7 of the Rankruptcy Code and Assignee has paid for the Claim, Assignor shall immediately result to Assignee all monies paid by Assignee in regard to the Claim and ownership of the Claim shall revert back to Assignor.

Assignor agrees to forward to Assignce all notices received from Debtor, the Court or any third party with respect to the Claim assigned herein and to vote the Claim, and to take such other action with respect to the Claim in the Proceedings, as assignce may from time to time request. Assignor further agrees that any distribution received by Assignor on account of the Claim, whether in the form of cash, securities, instrument or any other property, shall constitute property of Assignce to which Assignce has an absolute right, and that Assigner will hold such property in trust and will, at its own expense, promptly (but not later than 5 business days) deliver to Assignce any such property in the same form received, together with any endorsements or documents necessary to transfer such property to Assignce.

If Assignor fails to negotiate the distribution check issued to Assignor on or before altery (90) days after issuance of such check, then Assignee shall void the distribution check, the amount of cash attributable to such check shall be deposited in Assignee's bank account, and Assignor shall be automatically deemed to have waived its Claim. Unless Assignce is informed otherwise, the address indicated on this Assignment of Claim shall be the proper address for distribution purposes unless a Proof of Claim bas been filed, in which case the address on the Proof of Claim shall be utilized for such.

The terms of this Assignment of Claim shall be binding upon, and shall inure to the benefit of and be entbrocable by Assignor, Assignee and their respective successors and assigns.

Assignor hereby acknowledges that Assignce may at any time reassign the Claim, together with all right, title and interest of Assignce in and to this Assignment of Claim. All representation and warranties made herein shall survive the execution and delivery of this Assignment of Claim and any such re-assignment. This Assignment of Claim may be executed in counterparts and all such counterparts taken together shall be deemed to constitute a single agreement.

This Assignment of Claim shall be governed by and construed in accordance with the laws of the State of New York. Any action arising under or relating to this Assignment of Claim may be brought in any State or Federal court tocated in the State of New York, and Assignor consents to and confers personal jurisdiction over Assignor by such court or courts and agrees that service of process may be upon Assignor by mailing a copy of said process to Assignor at the address set forth in this Assignment of Claim, and in any action hereunder Assignor waives the right to demand a trial by jury.

# CONSENT AND WAIVER

Upon Assignor's delivery to Assignce of its executed signature page to this Assignment of Claim, Assignor hereby authorizes Assignee to file a notice of transfer pursuant to Rate 3001 (c) of the Pederal Rules of Bankruptcy Procedure ("FRBP"), with respect to the Claim, while Assignee performs its due diligence on the Claim. Assignee, at its sole option, may withdraw the transfer or subsequently transfer the Claim back to Assigner pursuant to Rule 3001 (c) of the FRBP if, in Assigner's sole and absolute discretion, Assignee determines that due diligence is not satisfactory. In the event Assignee transfers the Claim back to Assignor or withdraws the transfer, at such time both Assignor and Assigner release each other of all and any obligation or limbility regarding this Assignment of Claim. Assigner hereby acknowledges and consents to all of the terms set forth in this Assignment of Claim and hereby waives (i) its right to raise any objection hereto, and (ii) its right to receive notice pursuant to Rule 3001 (c) of the FRBP.

Telephone

IN WITNESS WHEREOF, the undersigned Assignor hereunto sets its hand this <u>28\*</u> Talladega Machinery & Supply

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(Slenature)

By:

Fredric Glass - Peti Harbur Capital, L.LC

Delphi - DELPHI AUTOMOTIVE SYSTEMS LLC Amended & Restated

United States Bankru Southern District of	f New York	V	
In re: Delphi Automotive Systems, LLC		: Chapter 11 : Case No. 05-44640 (Jointly Adn Case No. 05-44481)	ninistered Under
	Debtor	: : Amount \$1,294.80	
<u>N</u>		X CLAIM PURSUANT TO FRBP RULE 300	<u>l(e) (1)</u>
eourt order) to:  No action is required it  OF YOUR CLAIM, V  FILE A WRI  Speci Unite South	Pair Harbor Capital, LLC 875 Avenue of the Ameri New York, NY 10001 f you do not object to the trans WITHIN 20 DAYS OF THE TTEN OBJECTION TO TH al Deputy Clerk d States Bankruptcy Court tern District of New York	nount of \$1,294.80, has been transferred (unk cas, Suite 2305 sfer of your claim. However, IF YOU OBJE DATE OF THIS NOTICE, YOU MUST:	
One f	inder Hamilton Custom House Bowling Green York, New York 10004-1408		
SEND A COI Refer to INTERNAL (	PY OF YOUR OBJECTION CONTROL No.	N TO THE TRANSFEREE in your objection.	
		IF YOUR OBJECTION IS NOT TIMELA OUR RECORDS AS THE CLAIMANT.	FILED, THE
		Intake (	
FOR CLERKS OFFICE	E USE ONLY:	irst class mail, postage prepaid on	
INTERNAL CONTRO	I. No		
	(Name of Outside Agent)	_	
		Denuty Clark	

## ASSIGNMENT OF CLAIM

Triangle Grinding Co., Inc., having a mailing address at T. O. Bux 480549,, New Haven, M1, 48048-0549 ("Assignor"), in consideration of the sum of a "Purchase Price"), does heteby transfer to FAIR HARBOR CAPITAL, LLC, as agent ("Assignee"), having an address at 875 Avenue of the Americas, Suite 2305, New York, NY 10001, all of Assignor's right, title and interest in and to the claim or claims of Assignor, as more specifically set forth (the "Claim") against DELPHI AUTOMOTIVE SYSTEMS LLC ("Debtor"), Debtor in proceedings for reorganization (the "Proceedings") in the United States Bankruptey Court, Southern District of New York (the "Court"), Case No. 05-44640, et al. (Jointly Administered Under Case No. 05 44481), in the currently outstanding amount of not less than \$1,294.80, and all rights and benefits of Assignor relating to the Claim, including without limitation the Proof of Claim, if any, identified below and Assignor's rights to receive all interest, penalties, cure payments that it may be entitled to receive on account of the assumption of any executory contract or lease related to the Claim and fees, if any, which may be paid with respect to the Claim and all other ulabus, causes of action against the Debtor, its affiliates, any guaranter or other third party, together with voting and other rights and benefits at sing from, under or relating to any of the foregoing, and all each, securities, instruments and other property which may be paid or issued by Debtor in satisfaction of the Claim. The Claim is based on amounts owed to Assignor by Debtor as set forth below and this assignment shall be deemed an absolute and unconditional assignment of the Claim for the purpose of collection and shall not be deemed to create a security interest.

Assignor represents and warrants that (Please Check One):

מ	A Proof of Claim has not been filed in the proceedings. Assigned shall not be responsible for filing any Proof of Claim on your behalf.
	A Proof of Claim in the amount of \$ has been duly and timely filed in the Proceedings (and a true copy of such Proof of Claim is attached to this Assignment). If the Proof of Claim amount differs from the Claim amount set forth above, Assignee shall nevertheless be deemed the owner of that Proof of Claim subject to the terms of this Agreement and shall be entitled to identify itself as owner of such Proof of Claim on the records of the Court.

Assignor further represents and warrants that the amount of the Claim is not less than \$1,294,80 that the Claim in that amount is valid and that no objection to the Claim exists and is listed by the Debtor on its soldedule of liabilities and any amendments thereto ("Schedule") as such; the Claim is a valid, enforceable claim against the Debtor; no consent, approval, filing or corporate, partnership or other action is required as a condition to, or otherwise in connection with, the execution, delivery and performance of this Agreement by Assignor, this Agreement has been duly authorized, executed and delivered by Assignor and Assignor has the requisite power and authority to execute, deliver and perform this Agreement; this Agreement constitutes the valid, legal and binding agreement of Assignor, enforceable against Assignor in accordance with its terms; no payment or other distribution has been received by Assignor, or by any third party on behalf of Assignor, in full or partial satisfaction of, or in connection with the claim; Assignor has not engaged in any acts, conduct or omissions that might result in Assignor, in full or partial satisfaction of the Claim proportionately less payments or distributions or less favorable treatment than other unaccured creditors; the Claim is not subject to any factoring agreement. Assignor further represents and warrants that no payment has been received by Assignor, or by any third party claiming through Assignor, in full or partial satisfaction of the Claim, that Assignor has not previously assigned, sold or pledged the Claim to any falled party, in whole or in part, that Assignor owns and has title to the Claim free of any and all liens, security interests or encumbrances of any kind or nature whatsoever, and that there are no offsets or defenses or preferential payment demand that have been or may be asserted by or on behalf of Debtor or any other party to reduce the amount of the Claim or to impair its value.

Assignor hereby agrees that in the event that Assignor has assigned or sold or does assign or sell the Claim to any other party or has or does receive any other payment in full or partial satisfaction of, or in connection with the Claim, or any third party has assigned or sold or does assign or sell the Claim to any other party or has received or shall receive on behalf of Assignor, payment in full or partial satisfaction of, or in connection with the Claim, and Assignee does not receive the allocated distribution with respect to the Claim from the Debtor's estate on account of such other assignment or sale, then the Assignor shall immediately reimburge to Assignee all amounts paid by Assignee to Assignor, plus an amount equal to an additional thirty-five percent (35%) of the Claim amount as liquidated damages suffered by Assignee on account of such other assignment or sole to the other party. Assignor further agrees to pay all costs and atterney fees incurred by Assignee to collect such amounts.

Assignor is aware that the above Purchase Price may differ from the amount ultimately distributed in the Proceedings with respect to the Claim and that such amount may not be absolutely determined until entry of a final order confirming a plan of reorganization. Assignor acknowledges that, except as set forth in this Assignment, neither Assignee nor any agent or representative of Assignee has made any representation whatsoever to Assignor regarding the status of the Proceedings, the condition of Debtor (financial or otherwise) or any other matter relating to the Proceedings, the Debtor or the Claim. Assignor represents that it has adequate information concerning the business and financial condition of Debtor and the status of the Proceedings to make an informed decision regarding the sale of the Claim and that it has independently and without reliance on Assignee, and hased on auch information as Assigner has deemed appropriate (including information available from the files of the Court in the Proceedings), made its own analysis and decision to enter into this Assignment of Claim.

Assignor agrees to make to Assignee immediate proportional restitution and ropayment of the above Purchase Price to the extent that the Claim is disallowed, subordinated, objected to or otherwise impacted for any reason whotsoever in whole or in pact, or if the Claim is not listed on the Schedule, or listed on the Schedule in a lesser amount than the Claim Amount together with interest at the rate of ten percent (10%) per annum on the amount repaid for the period from the date of this Assignment through the date such repnyment is made. Assigner further ognese to reimburse Assigner for all easis, and expenses, including reasonable legal fees and costs, incurred by assignee as a result of such disallowance. In the event the Claim is ultimately allowed in an amount in excess of the amount purchased herein, Assigner is hereby deemed to sell to Assignee, and, at Assignee's option only, Assignee hereby agrees to purchase, the balance of said Claim at the same percentage of claim puld boroin not to exceed twice the Chrim amount specified prove. Assignee shall remit such payment to Assigner upon Assignee's satisfaction that the Claim has been allowed in the higher amount and is not subject to any objection by the Debtor.

Assignor hereby irrevocably appoints Assignee as its true and lawful attorney and authorizes Assignee to set in Assignor's stead, to demand, sue for, compromise and recover all such amounts as now are, or may hereafter become, due and payable for or on account of the Claim horein assigned. Assignor grams unto Assignee full authority to do all things necessary to enforce the claim and its rights there under pursuant to this Assignment of Claim. Assignor agrees that the powers granted by this paragraph are discretionary in nature and that Assignee may exercise or decline to exercise such powers at Assignce's sole option. Assignce shall have no obligation to take any action to prove or defend the Cham's validity or amount in the Proceedings, Assignor agrees to take such further action, at its own expense, as may be necessary or desirable to effect the assignment of the Claim. and any payments or distributions on account of the Claim to Assignee including, without limitation, the execution of appropriate transfer powers, corporate resolutions and consents.

Assignor acknowledges that, in the event that the Dabtor's bankruptcy case is dismissed or converted to a case under Chapter 7 of the Bankruptcy Code and Assignee has paid for the Claim, Assignor shall immediately remit to Assignee all montes paid by Assignee in regard to the Claim and ownership of the Claim shall revert back to Assignor.

Assignor agrees to forward to Assignee all notices received from Debter, the Court or any third party with respect to the Claim assigned herein and to vote the Claim, and to take such other action with respect to the Claim in the Proceedings, as assignee may from time to time request. Assignor further agrees that any distribution received by Assignor on account of the Claim, whether in the form of cash, securities, instrument or any other property, shall constitute property of Assignce to which Assignce has an absolute right, and that Assignor will hold such property in trust and will, at its own expense, promptly (but not later than 5 business days) deliver to Assignee any such property in the same form received, together with any endorsements or documents necessary to transfer such property to Assignee.

If Assignor falls to negotiate the distribution check issued to Assigner on or before ninety (90) days after issuance of such check, then Assignee shall void the distribution check, the amount of cash attributable to such check shall be deposited in Assignee's bank account, and Assignor shall be automatically deemed to have waived its Claim. Unless Assignee is informed otherwise, the address indicated on this Assignment of Claim shall be the proper address for distribution purposes unless a Proof of Claim has been filed, in which case the address on the Proof of Claim shall be utilized for such.

The terms of this Assignment of Claim shall be binding upon, and shall inure to the benefit of and be enforceable by Assigner, Assigner and their respective successors and assigns.

Assignor hereby acknowledges that Assignee may at any time reassign the Claim, together with all right, title and interest of Assignee in and to this Assignment of Claim. All representation and warrantics made herein shall survive the execution and delivery of this Assignment of Claim and any such re-assignment. This Assignment of Claim may be executed in counterparts and all such counterparts taken together shall be deemed to constitute a single agreement.

This Assignment of Claim shall he governed by and construed in accordance with the laws of the State of New York, Any action arising under or relating to this Assignment of Claim may be brought in any State or Federal court located in the State of New York, and Assignor consents to and confers personal jurisdiction over Assignor by such court or courts and agrees that service of process may be upon Assignor by mailing a copy of said process to Assignor at the address set forth in this Assignment of Claim, and in any action hereunder Assignor waives the right to demand a trial by

#### CONSENT AND WAIVER.

Upon Assignor's delivery to Assignee of its executed signature page to this Assignment of Claim, Assignor hereby authorizes Assignee to file a notice of transfer pursuant to Rule 3001 (a) of the Federal Rules of Bankruptcy Procedure ("FRRP"), with respect to the Claim, while Assignee performs its due diligence on the Claim. Assignee, at its sole option, may withdraw the transfer or subsequently transfer the Claim back to Assigner pursuant to Rule 3001 (e) of the FRBP if, in Assignee's sole and absolute discretion. Assignee determines that due diligence is not satisfactory. In the event Assignee transfers the Claim back to Assignor or withdraws the transfer, at such time both Assignor and Assignee release each other of all and any obligation or liability regarding this Assignment of Claim... Assignor hereby acknowledges and conscuts to all of the terms set forth in this Assignment. .... of Claim and hereby waives (i) its right to raise any objection hereto, and (ii) its right to receive notice nursuant in Ruje 3001 (c) of the FRBP.

WAN FRUDER/Controller

Telephone

IN WITNESS WHEREOF, the undersigned Assignor hereunto sets its hand this 30 day of Movember , 2006.

Triangle Grinding Co.Mnc.

(Signature)

Fredric Glass - Fair Harbor (Apital, LLC)

Delphi - DELPHI ATTOMOTIVE SYSTEMS LLC Amended & Restated

United States Bankruptey Southern District of No	w York			
In re: Delphi Automotive Systems, LLC		: Chapter II : Case No. 05-44640 (Jointly Administered Under Case No. 05-44481)		der
	Debtor	: Amount \$1,847.18		
Nor	X		U E 100 ( - ) (1)	
	ICE: TRANSFER OF CLA	<u>IM PURSUANT TO FRBP RI</u>	<u> </u>	
To: (Transferor)	Vanguard Fire And Supply			
	Vanguard Fire And Supply – Karen Andree			
	PO Box 9218			
	Grand Rapids, MI 49509			
The transfer of your claim court order) to:	as shown above, in the amour	nt of \$1,847.18, has been transfe	rred (unless previously	expunged by
-	Fair Harbor Capital, LLC			
	875 Avenue of the Americas,	Suite 2305		
	New York, NY 10001			
		of your claim. However, IF YO TE OF THIS NOTICE, YOU		TRANSFER
FILE A WRITTI	EN OBJECTION TO THE	TRANSFER WITH:		
	eputy Clerk			
	ates Bankruptey Court			
	District of New York Hamilton Custom House			
One Bowl				
	, New York 10004-1408			
SEND A COPY ( Refer to INTERNAL CON	OF YOUR OBJECTION TO VTROL Noin	O THE TRANSFEREE. your objection.		
If you file an objection a he TRANSFEREE WILL BI	earing will be scheduled. IF YE SUBSTITUTED ON OUR	YOUR OBJECTION IS NOT RECORDS AS THE CLAIM	TIMELY FILED, TH ANT.	ſΕ
			Intake Clerk	
FOR CLERKS OFFICE US	SE ONLY:			
This notice was matten to t	ne first named party, by first o	class mail, postage prepaid on _	, 20	.00,
INTERNAL CONTROL N	Ó,			
Claims Agent Noticed: (Na Copy to Transferee:	me of Outside Agent)			
		Deputy	<u>C</u> lerk	-

#### ASSIGNMENT\_OF\_CLAIM

Vanguard Fife and Supply, having a mailing address at P. O. Box 9218,, Grand Raptds, MI, 49509 ("Assignor"), in consideration of the sum of "Purchase Price"), does hereby transfer to FAIR HARBOR CAPITAL, LLC, as agent ("Assignce"), having an address at 875 Avenue specifically set forth (the "Claim") against DELPHI AUTOMOTIVE SYSTEMS LLC ("Debtor"), Debtor in proceedings for reorganization (the "Proceedings") in the United States Banksuptey Court, Southern District of New York (the "Court"), Case No. 05-44640, et al. (Jointly Administered Under Case No. 05-44481), in the currently outstanding amount of not less than \$1,847,18, and all rights and benefits of Assignor relating to the Claim, including without limitation the Proof of Claim, if any, identified below and Assignor's rights to receive all interest, penalties, cure payments that it may be entitled to receive an account of the assumption of any executory contract or lease related to the Claim and fees, if any, which may be paid with respect to the Chain and all other claims, causes of action against the Debtor, its affiliates, any guaranter or other third party. together with voting and other rights and benefits arising from, under or relating to any of the foregoing, and all each, securities, instruments and other. property which may be paid or issued by Debtor in satisfaction of the Claim. The Claim is based on amounts owed to Assignor by Debtor as set forth below and this assignment shall be deemed un absolute and unconditional assignment of the Claim for the purpose of collection and shall not be deemed to create a security interest.

Assignor represents and warrants that (Please Check One):

A Proof of Claim has not been filed in the proceedings. Assignee shall not be responsible for filing any Proof of Claim on your behalf.

A Proof of Claim in the amount of \$\frac{1}{2} \frac{347}{2} \text{P} \text{bas been duly and timely filed in the Proceedings (and a Inte copy of such Proof of Claim is attached to this Assignment). If the Proof of Claim amount differs from the Claim amount set forth above. Assignce shall nevertheless be deemed the owner of that Proof of Claim subject to the forms of this Agreement and shall be entitled to identify itself as owner of such Proof of Claim on the records of

Assignor further represents and warrants that the amount of the Claim is not less than \$1,947.18 that the Claim in that amount is valid and that no objection to the Claim exists and is listed by the Debtor on its schedule of Habilities and any amendments thereto ("Schedule") as such; the Claim is a valid, enforceable claim against the Debtor, no consent, approval, filing or corporate, partnership or other action is required as a condition to, or otherwise in connection with, the execution, delivery and performance of this Agreement by Assignor, this Agreement has been duly authorized, executed and delivered by Assignor and Assignor has the requisite power and authority to execute, deliver and perform this Agreement; this Agreement constitutes the valid, legal and binding agreement of Assignor, enforceable against Assignor in accordance with its forms; no payment or other distribution has been received by Assignor, or by any third party on behalf of Assignor, in full or partial satisfaction of, or in connection with the claim; Assignor has not engaged in any acts, conduct or omissions that might result in Assignee receiving in respect of the Claim proportionately less payments or distributions or less favorable treatment than other unsecured creditors; the Claim is not subject to any factoring agreement. Agaignor further represents and waterents that no payment has been received by Assignor, or by any third party claiming through Assignor, in full or partial satisfaction of the Claim, that Assignor has not previously assigned, sold or pledged the Claim to any third party, in whole or in part, that Assignor Owns and has title to the Claim free of any and all liens, security interests or encumbrances of any kind or nature whatsoever, and that there are no offsets or defenses or preferential payment demand that have been or may be asserted by or on behalf of Debtor or any other party to reduce the amount of the Claim or to impair its value.

Assignor betchy agrees that in the event that Assignor has assigned or sold or does assign or sell the Claim to any other party or has or does receive any other payment in full or partial satisfaction of, or in connection with the Claim, or any third party has assigned or sold or does assign or self the Claim to any other party or has received or shall receive on behalf of Assignor, payment in full or partial satisfaction of, or in connection with the Claim, and Assignee does not receive the allocated distribution with respect to the Claim from the Debtor's estate on account of such other assignment or sale, then the Assigner shall immediately reimburse to Assignee all amounts paid by Assignee to Assigner, plus an amount equal to an additional thirty-five percent (35%) of the Claim amount as figuidated damages suffered by Assignce on account of such other assignment or sale to the other party. Assignor lutther agrees to pay all costs and attorney fees incurred by Assignee to collect such amounts.

Assignor is aware that the above Purchase Price may differ from the amount ultimately distributed in the Proceedings with respect to the Cinim and that such amount may not be absolutely determined until entry of a final order capifirming a plan of reorganization. Assignor acknowledges that, except as set forth in this Assignment, neither Assignee nor any agent or representative of Assignee has made any representation whatsoever to Assignor regarding the status of the Proceedings, the condition of Debtor (financial or otherwise) or any other matter relating to the Proceedings, the Debtor or the Claim. Assignor represents that it has adequate information concerning the business and financial condition of Debtor and the status of the Proceedings to make an informed decision regarding the sale of the Claim and that it has independently and without reliance on Assignce, and based on such information as Assignor has deemed appropriate (including information available from the files of the Court in the Proceedings), made its own analysis and decision to enter into this Assignment of Claim.

Assignor agrees to make to Assignee immediate proportional restitution and repayment of the above Purchase Price to the extent that the Claim is disallowed, subordinated, objected to or otherwise impaired for any reason whatenever in whole or in part, or if the Claim is not listed on the Schedule, or listed on the Schedule as unliquidated, contingent or disputed, or listed on the Schedule in a lesser amount than the Claim Amount together with interest at the rate of ten percent (10%) per annum on the amount repaid for the period from the date of this Assignment through the date such repayment is made. Assignor further agrees to reimburse Assignor for all costs, and expenses, including reasonable logal fees and costs, incurred by assignce as a result of such disallowance. In the event the Claim is ultimately allowed in an amount in excess of the amount purchased herein, Assignor is hereby deemed to sell to Assignee, and, at Assignee's option only, Assignee hereby agrees to purchase, the balance of said Claim at the same percentage of claim paid herein not to exceed twice the Claim amount specified above. Assignce shall remit such payment to Assignor upon Assignee's sutisfaction that the Claim has been allowed in the higher amount and is not subject to any objection by the Debter,

Assignor hereby irrevocably appoints Assignee as its true and inwhil attorney and authorizes Assignee to act in Assignor's stead, to demand, sue for, compromise and recover all such amounts as now are, or may hereafter become, due and payable for or on account of the Claim herein assigned. Assignor grants unto Assignee (ul) authority to do all things necessary to enforce the claim and its rights there under pursuant to this Assignment of Claim. Assignor agrees that the powers granted by this paragraph are discretionary in nature and that Assignee may exercise or decline to exercise such powers at Assignce's sole option. Assignce shall have no obligation to take any action to prove or defend the Claim's validity or amount in the Proceedings. Assignor agrees to take such further action, at its own expense, as may be necessary or desimble to offent the assignment of the Claim and any payments or distributions on account of the Claim to Assigned including, without limitation, the execution of appropriate transfer powers, corporate resolutions and consents.

Assigner acknowledges that, in the event that the Debtor's bankruptcy case is dismissed or converted to a case under Chapter 7 of the Bankruptcy Code and Assignee has paid for the Claim, Assigner shall immediately remit to Assignee all monies paid by Assignee in regard to the Claim and ownership of the Claim shall revert back to Assignor.

Assignor agrees to forward to Assignce all notices received from Oahrer, the Court or any third porty with respect to the Claim resigned herein and to vote the Claim, and to take such other action with respect to the Claim in the Proceedings, as assignee may from time to time request. Assigner further agrees that any distribution received by Assignor on account of the Claim, whether in the form of cash, securities, instrument or any other property, shall constitute property of Assignee to which Assignee has an absolute right, and that Assigner will hold such property in trust and will, at its own expense, promptly (but not later than 5 business days) deliver to Assignee any such property in the same form received, together with any endorsements or documents necessary to transfer such property to Assignee.

If Assigner fifts to negotiate the distribution effect issued to Assigner on or before ninety (90) days after issuance of such check, then Assignee shall void the distribution check, the amount of each attributable to such check shall be deposited in Assignee's bank account, and Assignor shall be automatically deemed to have waived its Claim. Unless Assignee is informed otherwise, the address indicated on this Assignment of Claim shall be the proper address for distribution purposes unless a Proof of Claim has been filed, in which case the address on the Proof of Claim shall be utilized for such.

The terms of this Assignment of Claim shall be binding upon, and shall income to the benefit of and be enforceable by Assigner, Assigner and their respective successors and assigns.

Assignor hereby acknowledges that Assignee may at any time reassign the Claim, together with all right, title and interest of Assignee in and to this Assignment of Claim. All representation and warranties made herein shall survive the execution and delivery of this Assignment of Claim and any auch re-assignment. This Assignment of Claim may be executed in counterparts and oil such counterparts taken together shall be deemed to constitute a single agreement.

This Assignment of Claim shall be governed by and construed in accordance with the laws of the State of New York. Any action arising under or relating to this Assignment of Claim may be brought in any State or Federal court located in the State of New York, and Assignor consents to and confers personal Jurisdiction over Assignor by such court or courts and agrees that service of process may be upon Assignor by mailing a copy of said process to Assignor at the address set forth in this Assignment of Claim, and in any action hereunder Assignor walves the right to demand a trial by jury.

## CONSENT AND WAIVER

Upon Assignor's delivery to Assignee of its executed signature page to this Assignment of Claim, Assignor hereby authorizes Assignee to file a notice of transfer pursuant to Rule 3001 (e) of the Federal Rules of Bonkrupley Procedure ("FREP"), with respect to the Claim, while Assignce performs its due diligence on the Claim. Assignee, at its sole option, may withdraw the transfer or subsequently transfer the Claim back to Assigner pursuant to Rule 3001 (a) of the FRUP if, in Assignce's sole and absolute discretion, Assignce determines that due diligence is not salisfactory. In the event Assignee transfers the Claim back to Assignor or withdraws the transfer, at such time both Assignor and Assignee release each other of all and any obligation or liability regarding this Assignment of Claim. Assignor hereby acknowledges and consents to all of the terms set forth in this Assignment of Claim and hetchy waves (i) its right to thise any objection hereto, and (ii) its right to receive notice primarant to Rate 2001 (c) of the PROF.

IN WITNESS WHEREOF, the undersigned Assignor hereunto sets its hand this 30 H day of Carobean, 2006.

Vanguard Fire and Supply

By:

Predric Class - Pair Harbor Capital, LLC

ratephoga

Delphi - DECPED AUTOMOTIVE SYSTEMS LLC - Amended & Restated

United States Bankru Southern District o	f New York	v	
In re: Delphi Automotive Systems, LLC		X : Chapter 11 : Case No. 05-44640 (Jointly Administered Under Case No. 05-44481)	
	Debtor	: Amount \$1,992.00	
		x	
2	OTICE: TRANSFER OF CL	<u>AIM PURSUANT TO FRBP RU</u>	JLE 3001(c) (1)
To: (Transferor)			
	Wirco Incorporated		
	Wendy Evans	•	
	PO Box 609		
	Avilla, IN 46710		
The transfer of your cleourt order) to:	aim as shown above, in the amo	unt of \$1,992.00, has been transfer	rred (unless previously expunged by
,	Fair Harbor Capital, LLC		
	875 Avenue of the America	s, Suite 2305	
	New York, NY 10001		
		er of your claim. However, IF YO DATE OF THIS NOTICE, YOU	U OBJECT TO THE TRANSFER MUST:
FILE A WRI	ITTEN OBJECTION TO THE	E TRANSFER WITH:	
Speci	ial Deputy Clerk		
	ed States Bankruptey Court		
	hern District of New York ander Hamilton Custom House		
	Bowling Green		
	York, New York 10004-1408		
SEND A CO Refer to INTERNAL	PY OF YOUR OBJECTION CONTROL No	TO THE TRANSFEREE. in your objection.	
		YOUR OBJECTION IS NOT TO R RECORDS AS THE CLAIM.	
			Intake Clerk
FOR CLERKS OFFIC	E USE ONLY:	t class mail, postage prepaid on	
INTERNAL CONTRO	DL No		
Claims Agent Noticed:	(Name of Outside Agent)		
_		<del>-</del>	
		Deputy	Cierk

#### ASSIGNMENT OF CLAIM

Wireo Incorporated, having a mailing address at P. O. Box 609... Avilla, IN, 46710 ("Ausignor"), in consideration of the sum of:

Thirchase Price"), thes hereby transfer to FAIR HARBOR CAPITAL, LLC, as agent ("Assignor"), having an address at \$75 Avenue of the Americas, Suite 2305, New York, NY 10001, all of Assignor's right, title and interest in and to the claim or claims of Assignor, as more specifically set forth (the "Claim") against DELPHI AUTOMOTIVE SYSTEMS LLC ("Debtor"), Debtor in proceedings for companization (the "Proceedings") in the United States Bankruptcy Court, Southern District of New York (the "Court"), Case No. 05-44640, et al. (Jointly Administered Under Case No. 05-44641), in the currently outstanding amount of not less than \$1,992.00, and all rights and bonefits of Assignor relating to the Claim, including without limitation the Proof of Claim, if any, identified below and Assignor's rights to receive all interest, poundies, care payments that it may be entitled to receive on account of the assumption of any executory contract or lesse related to the Claim and flees, if any, which may be paid with respect to the Claim and all other claims, causes of action against the Debtor, its affiliates, any guarantor or other third party, together with voting and other rights and banefits arising from, under or relating to any of the foragolog, and all cash, securities, instruments and other property which may be paid or issued by Debtor in satisfaction of the Claim. I be Claim is based on amounts owed to Assignor by Debtor as set forth below and this assignment shall be deemed an absolute and unconditional assignment of the Claim for the purpose of collection and shall not be deemed to create a security interest.

Assignor represents and warrants that (Please Check One):

- A Proof of Claim has not been filed in the proceedings. Assignee shall not be responsible for filing any Proof of Claim on your behalf.
- A Proof of Claim in the amount of \$\frac{1}{2}\$ has been duly and timely filed in the Proceedings (and a tone copy of such Proof of Claim is attached to this Assignment). If the Proof of Claim amount differs from the Claim amount set forth above, Assignee shall nevertheless be deemed the owner of that Proof of Claim subject to the ferms of this Agreement and shall be entitled to identify itself as owner of such Proof of Claim on the records of the Court.

Assignor further represents and warrants that the amount of the Claim is not less than \$1,992.00 that the Claim is that amount is valid and that no objection to the Chaim exists and is listed by the Debtor on its schedule of liabilities and any amendments thereto ("Schedulo") as such; the Claim is a valid, enforceable claim against the Debtor; no consent, approval, filling or corporate, parmership or other action is required as a condition to, or otherwise in connection with, the execution, delivery and performance of this Agraement by Assignor, this Agreement has been duly authorized, executed and delivered by Assignor and Assignor has the requisite power and authority to execute, deliver and perform this Agreement; this Agreement constitutes the valid, legal and binding agreement of Assignor, enforceable against Assignor in accordance with the terms; no payment or other distribution has been received by Assignor, or by any third party on behalf of Assignor, in full or partial satisfaction of, or in connection with the claim; Assignor has not engaged in any acts, conduct or omissions that might result in Assignor exceiving in respect of the Claim proportionately less payments or distributions or less favorable treatment than other unscented creditors; the Claim is not subject to any factoring agreement. Assignor buttler represents and warrants that no payment has been received by Assignor, or by any third party claiming through Assignor, in full or partial satisfaction of the Claim free of any and all lians, security interests or encumbrances of any kind or nature whatsoever, and that there are no offsets or defenses or preferential payment demend that have been or may be asserted by or on behalf of Debtor or any other party to reduce the omeant of the Claim or to impair its value,

Assignor hereby agrees that in the event that Assignor has assigned or sold or does assign or sell the Claim to any vilter party or has or does receive any other payment in full or purtial satisfaction of, or in connection with the Claim, or any third party has assigned or sold or does assign or sell the Claim to any other party or has received or shall receive on behalf of Assignor, payment in full or partial satisfaction of, or in connection with the Claim, and Assignee does not receive the allocated distribution with respect to the Claim from the Debtor's estate on account of such other assignment or sate, then the Assigner shall immediately relimbure to Assignee all amounts paid by Assignee to Assigner, plus an amount equal to an additional thirty-five percent (35%) of the Claim amount as liquidated damages suffered by Assignee on account of such other assignment of sole to the other assignment.

Assignor is aware that the above Purchase Price may differ from the amount ultimately distributed in the Proceedings with respect to the Claim and that such amount may not be absolutely determined until ontry of a final order confirming a plan of reorganization. Assignor acknowledges that, except as set forth in this Assignment, neither Assignee nor any agent or representative of Assignee has made any representation whatsoever to Assignor regarding the stants of the Proceedings, the condition of Debter (financial or otherwise) or any other matter relating to the Proceedings, the Debter or the Claim. Assignor represents that it has adequate information concerning the business and financial condition of Dabter and the status of the Proceedings to make an informed decision regarding the sale of the Claim and that it has independently and without retinace on Assignee, and hased on such information as Assignor has deemed appropriate (including information available from the files of the Court in the Proceedings), made its own analysis and decision to enter into this Assignment of Claim.

Assignor agrees to make to Assignor immediate proportional restitution and repayment of the above Purchase Price to the extent that the Claim is disallowed, subordinated, objected to or otherwise impaired for any reason whatsoever in whote or in part, or if the Claim is not listed on the Schedule, or listed on the Schedule as unliquidated, contingent or disputed, or listed on the Schedule in a lesser amount than the Claim Amount together with interest at the rate of ten percent (10%) per antum, on the amount repaid for the period from the date of this Assignment through the date such repayment is made. Assignor further agrees to reimburse Assignee for all costs, and expenses, including reasonable logal fees and costs, incurred by assignee as a result of such disallowance. In the event the Claim is ultimately allowed in an amount in excess of the amount purchased kerein. Assigner is hereby deemed to sell to Assignee, and, at Assignee's option only, Assignee hereby agrees to purchase, the balance of said Claim at the same percentage of claim paid herein not to exceed twice the Claim amount specified above. Assignee shall remit such payment to Assigner upon Assignee's satisfaction that the Claim has been allowed in the higher amount and is not subject to any objection by the Debtor.

Assignor hereby irrevocably appoints Assignce as its true and lawful attorney and authorizes Assignce to get in Assignor's stead, to demand, sue for, compromise and recover all such amounts as now are, or may hereafter become, due and payable for or on account of the Claim berein assigned. Assignor grants unto Assignee full authority to do all things necessary to enforce the claim and its rights there under pursuant to this Assignment of Claim. Assignor agrees that the powers granted by this paragraph are discretionary in nature and that Assignee may exercise or decline to exercise such powers at Assignee's solo option. Assignce shall have no obligation to take any action to prove or defend the Claim's validity or amount in the Proceedings. Assignor agrees to take such further action, at its own expense, as may be necessary or desirable to effect the assignment of the Claim and any payments or distributions on account of the Claim to Assigner including, without limitation, the execution of appropriate transfer powers, corporate resolutions and consents.

Assignor acknowledges that, in the event that the Debtor's bankruptcy case is dismissed or converted to a case under Chapter 7 of the Bankruptcy Code and Assignee has paid for the Claim, Assignor shall immediately remit to Assignee all monies paid by Assignee in topard to the Claim and ownership of the Claim shall revert back to Assignor.

Assigner agrees to forward to Assignee all notices received from Debtor, the Court or any third party with respect to the Cinim assigned herein and to vote the Claim, and to take such other action with respect to the Claim in the Proceedings, as assignee may from time to time request. Assignor further agrees that any distribution received by Assignor on account of the Claim, whether in the form of easts, accurities, instrument or any other property. shall constitute property of Assignee to which Assignee has an obsolute right, and that Assigner will hold such property in trust and will, at its own expense, promptly (but not later than 5 business days) deliver to Assigner any such property in the same form received, together with any endorsuments or documents necessary to transfer such property to Ausignee.

If Assignor falls to negotiate the distribution check issued to Assignor on or before ninety (90) days after issuance of such check, then Assignee shall void the distribution check, the amount of cash attributable to such check shall be deposited in Assignee's bank account, and Assignor shall be successfully deemed to have waived its Cinim. Unless Assignee is informed otherwise, the address indicated on this Assignment of Claim shall be the proper address for distribution purposes unless a Proof of Claim has been filed, in which onse the address on the Proof of Claim shall be utilized for such.

The terms of this Assignment of Claim shall be binding upon, and shall inpre to the benefit of and be enforceable by Assigner, Assigner and their respective successors and assigns.

Assignor hereby acknowledges that Assignee may at any time transitin the Claim, together with all right, title and interest of Assignee in and to this Assignment of Chim. All representation and warranties made herein shall survive the execution and delivery of this Assignment of Claim and any such re-assignment. This Assignment of Claim may be executed in counterparts and all such counterparts taken together shall be deemed to constitute

This Assignment of Claim shall be governed by and construed in accordance with the laws of the State of New York, Any action artsing under or relating to this Assignment of Claim may be brought in any State or Federal court located in the State of New York, and Assignor consents to and confers personal jurisdiction over Assignor by such court or courts and agrees that service of process may be upon Assignor by mailing a copy of said process to Assignor at the address set forth in this Assignment of Claim, and in any action hereunder Assignor waives the right to demand a trial by

## CONSENT AND WAIVER

Upon Assignor's delivery to Assignee of its executed alguature page to this Assignment of Claim, Assignor hereby authorizes Assignee to file a notice of mansfer pursuant to Rule 3001 (c) of the Federal Rules of Bankruptcy Procedure ("FRBP"), with respect to the Claum, While Assignee performs its due diligence on the Chaim. Assignee, at its sole option, may tylindraw the transfer or subsequently transfer the Chaim back to Assigner pursuant to Rule 3001 (a) of the FRBP if, in Assignee's sole and absolute discretion, Assignee determines that the diligence is not satisfactory. In the event Assignee transfers the Claim back to Assigner or withdraws the transfer, at such time both Assigner and Assignee releast each other of all and any onligation or liability regarding this Assignment of Claim. Assignor hereby acknowledges and conjunts to all of the terms set forth in this Assignment of Claim and hereby poince (i) he sight to calengary objection besolo, and (ii) its sight to savely notice pumpent to Parle 2001 (c) of the FRAME.

IN WITNESS WHEREOF, the undersigned Assigner herounte acts its hand this 13 day of November, 2006.

Wigen Incomparated

Fredrie Glass - Fair Harbor Capital, LLC

r Etabhane

Delphi - DELPHI ALITOMOTIVE SYSTEMS LLC - Amended & Resinted